MICROSOFT EVALUATION SOFTWARE LICENSE TERMS

WINDOWS 7 ENTERPRISE N SERVICE PACK 1

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· updates,

· supplements,

· Internet-based services, and

· support services

for this software, unless other terms accompany those items. If so, those terms apply.

By using the software, you accept these terms. If you do not accept them, do not use the software. As described below, using the software also operates as your consent to the transmission of certain computer information during activation, validation and for Internet-based services.

If you comply with these license terms, you have the rights below for each license you acquire.

1. **OVERVIEW.**

   a. **Software.** The software includes desktop operating system software. This software does not include Windows Live services. Windows Live is a service available from Microsoft under a separate agreement.

   b. **License Model.** The software is licensed on a per copy per computer basis. A computer is a physical hardware system with an internal storage device capable of running the software. A hardware partition or blade is considered to be a separate computer.

2. **TERM.** The term of this agreement will expire 90 days after the software is activated. You have the right to use the software under the license terms of this agreement during this period. The software will stop running 90 days after it is activated. You may not receive any other notice. You may not be able to access data used with the software when it stops running.

3. **INSTALLATION AND USE RIGHTS.**

   a. **One Copy per Computer.** You may install one copy of the software on one computer. That computer is the “licensed computer.”

   b. **Licensed Computer.** You may use the software on up to two processors on the licensed computer at one time. Unless otherwise provided in these license terms, you may not use the software on any other computer.

c. **Evaluation.** You may use the software only to demonstrate and internally evaluate it. You may not use the software for commercial purposes. You may not use the software in a live operating environment unless Microsoft permits you to do so under another agreement.

d. **Number of Users.** Unless otherwise provided in these license terms, only one user may use the software at a time.

e. **Alternative Versions.** The software may include more than one version, such as 32-bit and 64-bit. You may install and use only one version at one time.

4. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

a. **Multiplexing.** Hardware or software you use to

- pool connections, or
- reduce the number of devices or users that directly access or use the software

(sometimes referred to as “multiplexing” or “pooling”), does not reduce the number of licenses you need.

b. **Font Components.** While the software is running, you may use its fonts to display and print content. You may only

- embed fonts in content as permitted by the embedding restrictions in the fonts; and
- temporarily download them to a printer or other output device to print content.

c. **Icons, images and sounds.** While the software is running, you may use but not share its icons, images, sounds, and media. The sample images, sounds and media provided with the software are for your non-commercial use only.

d. **Use with Virtualization Technologies.** Instead of using the software directly on the licensed computer, you may install and use the software within only one virtual (or otherwise emulated) hardware system on the licensed computer. When used in a virtualized environment, content protected by digital rights management technology, BitLocker or any full volume disk drive encryption technology may not be as secure as protected content not in a virtualized environment. You should comply with all domestic and international laws that apply to such protected content.

e. **Storage.** You may store one copy of the software on a storage device, such as a network server. You may use that copy to install the software on any other computer to which a license has been assigned.

f. **Device Connections.** You may allow up to 20 other devices to access software installed on the licensed computer to use only File Services, Print Services, Internet Information Services and Internet Connection Sharing and Telephony Services.

g. **Remote Access Technologies.** You may access and use the software installed on the licensed computer remotely from another device using remote access technologies as follows.

- Remote Desktop. The single primary user of the licensed computer may access a

session from any other device using Remote Desktop or similar technologies. A "session" means the experience of interacting with the software, directly or indirectly, through any combination of input, output and display peripherals. Other users may access a session from any device using these technologies, if the remote device is separately licensed to run the software.

- Other Access Technologies. You may use Remote Assistance or similar technologies to share an active session.

5. MANDATORY ACTIVATION.

Activation associates the use of the software with a specific computer. During activation, the software will send information about the software and the computer to Microsoft. This information includes the version, language and product key of the software, the Internet protocol address of the computer, and information derived from the hardware configuration of the computer. For more information, see go.microsoft.com/fwlink/?Linkid=104609. By using the software, you consent to the transmission of this information. If properly licensed, you have the right to use the version of the software installed during the installation process up to the time permitted for activation. **Unless the software is activated, you have no right to use the software after the time permitted for activation.** This is to prevent its unlicensed use. **You are not permitted to bypass or circumvent activation.** If the computer is connected to the Internet, you can activate the software manually by Internet before the time permitted for activation expires. If you do so, Internet service charges may apply. Some changes to your computer components or the software may require you to reactivate the software. **The software will remind you to activate it until you do.**

6. VALIDATION.

a. Validation verifies that the software has been activated and is properly licensed. It also verifies that no unauthorized changes have been made to the validation, licensing, or activation functions of the software. Validation may also check for certain malicious or unauthorized software related to such unauthorized changes. A validation check confirming that you are properly licensed permits you to continue to use the software, certain features of the software or to obtain additional benefits. **You are not permitted to circumvent validation.** This is to prevent unlicensed use of the software. For more information, see go.microsoft.com/fwlink/?Linkid=104610.

b. The software will from time to time perform a validation check of the software. The check may be initiated by the software or Microsoft. To enable the activation function and validation checks, the software may from time to time require updates or additional downloads of the validation, licensing or activation functions of the software. The updates or downloads are required for the proper functioning of the software and may be downloaded and installed without further notice to you. During or after a validation check, the software may send information about the software, the computer and the results of the validation check to Microsoft. This information includes, for example, the version and product key of the software, any unauthorized changes made to the validation, licensing or activation functions of the software, any related malicious or unauthorized software found and the Internet protocol address of the computer. Microsoft does not use the information to identify or contact you. By using the software, you consent to the transmission of this information. For more information about validation and what is sent during or after a validation check, see go.microsoft.com/fwlink/?Linkid=104611.

c. If, after a validation check, the software is found to be counterfeit, improperly licensed, a non-genuine Windows product, or include unauthorized changes, the functionality and experience of using the software will be affected, for example:

Microsoft may

- repair the software, remove, quarantine or disable any unauthorized changes that may interfere with the proper use of the software, including circumvention of the activation or validation functions of the software, or
- check and remove malicious or unauthorized software known to be related to such unauthorized changes, or
- provide notices that the software is improperly licensed or a non-genuine Windows product

and you may

- receive reminders to obtain a properly licensed copy of the software, or
- need to follow Microsoft's instructions to be licensed to use the software and reactivate,

and you may not be able to

- use or continue to use the software or some of the features of the software, or
- obtain certain updates or upgrades from Microsoft

d. You may only obtain updates or upgrades for the software from Microsoft or authorized sources. For more information on obtaining updates from authorized sources see go.microsoft.com/fwlink/?Linkid=104612.

7. POTENTIALLY UNWANTED SOFTWARE. If turned on, Windows Defender will search your computer for "spyware," "adware" and other potentially unwanted software. If it finds potentially unwanted software, the software will ask you if you want to ignore, disable (quarantine) or remove it. Any potentially unwanted software rated "high" or "severe," will automatically be removed after scanning unless you change the default setting. Removing or disabling potentially unwanted software may result in

- other software on your computer ceasing to work, or
- your breaching a license to use other software on your computer.

By using this software, it is possible that you will also remove or disable software that is not potentially unwanted software.

8. INTERNET-BASED SERVICES. Microsoft provides Internet-based services with the software. It may change or cancel them at any time.

a. Consent for Internet-Based Services. The software features described below and in the Windows 7 Privacy Statement connect to Microsoft or service provider computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. In some cases, you may switch off these features or not use them. For more information about these features, see the Windows 7 Privacy

Statement at go.microsoft.com/fwlink/?linkid=104604. **By using these features, you consent to the transmission of this information.** Microsoft does not use the information to identify or contact you.

Computer Information. The following features use Internet protocols, which send to the appropriate systems computer information, such as your Internet protocol address, the type of operating system, browser and name and version of the software you are using, and the language code of the computer where you installed the software. Microsoft uses this information to make the Internet-based services available to you.

- Plug and Play and Plug and Play Extensions. You may connect new hardware to your computer, either directly or over a network. Your computer may not have the drivers needed to communicate with that hardware. If so, the update feature of the software can obtain the correct driver from Microsoft and install it on your computer. An administrator can disable this update feature.

- Windows Update. To enable the proper functioning of the Windows Update service in the software (if you use it), updates or downloads to the Windows Update service will be required from time to time and downloaded and installed without further notice to you.

- Web Content Features. Features in the software can retrieve related content from Microsoft and provide it to you. Examples of these features are clip art, templates, online training, online assistance and Appshelp. You may choose not to use these web content features.

- Digital Certificates. The software uses digital certificates. These digital certificates confirm the identity of Internet users sending X.509 standard encrypted information. They also can be used to digitally sign files and macros, to verify the integrity and origin of the file contents. The software retrieves certificates and updates certificate revocation lists over the Internet, when available.

- Auto Root Update. The Auto Root Update feature updates the list of trusted certificate authorities. You can switch off the Auto Root Update feature.

- Malicious Software Removal. During setup, if you select “Get important updates for installation”, the software may check and remove certain malware from your computer. “Malware” is malicious software. If the software runs, it will remove the Malware listed and updated at www.support.microsoft.com/?kbid=890830. During a Malware check, a report will be sent to Microsoft with specific information about Malware detected, errors, and other information about your computer. This information is used to improve the software and other Microsoft products and services. No information included in these reports will be used to identify or contact you. You may disable the software’s reporting functionality by following the instructions found at www.support.microsoft.com/?kbid=890830. For more information, read the Windows Malicious Software Removal Tool privacy statement at go.microsoft.com/fwlink/?LinkId=113995.

- Network Awareness. This feature determines whether a system is connected to a network by either passive monitoring of network traffic or active DNS or HTTP queries. The query only transfers standard TCP/IP or DNS information for routing purposes. You can switch off the active query feature through a registry setting.

- Windows Time Service. This service synchronizes with time.windows.com once a

week to provide your computer with the correct time. You can turn this feature off or choose your preferred time source within the Date and Time Control Panel applet. The connection uses standard NTP protocol.

- IPv6 Network Address Translation (NAT) Traversal service (Teredo). This feature helps existing home Internet gateway devices transition to IPv6. IPv6 is next generation Internet protocol. It helps enable end-to-end connectivity often needed by peer-to-peer applications. To do so, each time you start up the software the Teredo client service will attempt to locate a public Teredo Internet service. It does so by sending a query over the Internet. This query only transfers standard Domain Name Service information to determine if your computer is connected to the Internet and can locate a public Teredo service. If you

  - use an application that needs IPv6 connectivity or

  - configure your firewall to always enable IPv6 connectivity

  by default standard Internet Protocol information will be sent to the Teredo service at Microsoft at regular intervals. No other information is sent to Microsoft. You can change this default to use non-Microsoft servers. You can also switch off this feature using a command line utility named “netsh”.

- Accelerators. When you click on or move your mouse over an Accelerator in Internet Explorer, any of the following may be sent to the service provider:

  - the title and full web address or URL of the current webpage,

  - standard computer information, and

  - any content you have selected.

  If you use an Accelerator provided by Microsoft, use of the information sent is subject to the Microsoft Online Privacy Statement. This statement is available at go.microsoft.com/fwlink/?linkid=31493. If you use an Accelerator provided by a third party, use of the information sent will be subject to the third party’s privacy practices.

- Search Suggestions Service. In Internet Explorer, when you type a search query in the Instant Search box or type a question mark (?) before your search term in the Address bar, you will see search suggestions as you type (if supported by your search provider). Everything you type in the Instant Search box or in the Address bar when preceded by a question mark (?) is sent to your search provider as you type. Also, when you press Enter or click the Search button, the text in the Instant Search box or Address bar is sent to the search provider. If you use a Microsoft search provider, use of the information sent is subject to the Microsoft Online Privacy Statement. This statement is available at go.microsoft.com/fwlink/?linkid=31493. If you use a third-party search provider, use of the information sent will be subject to the third party’s privacy practices. You can turn search suggestions off at any time. To do so, use Manage Add-ons under the Tools button in Internet Explorer. For more information about the search suggestions service, see go.microsoft.com/fwlink/?linkid=128106.

b. Use of Information. Microsoft may use the computer information, accelerator information, search suggestions information, error reports, and Malware reports to improve our software and services. We may also share it with others, such as

hardware and software vendors. They may use the information to improve how their products run with Microsoft software.

c. **Misuse of Internet-based Services.** You may not use these services in any way that could harm them or impair anyone else's use of them. You may not use the services to try to gain unauthorized access to any service, data, account or network by any means.

9. **SCOPE OF LICENSE.** The software is licensed, not sold. This agreement only gives you some rights to use the features included in the software edition you licensed. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not

   · work around any technical limitations in the software;

   · reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;

   · use components of the software to run applications not running on the software;

   · make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;

   · publish the software for others to copy;

   · rent, lease or lend the software;

   · transfer the software or this agreement to any third party; or

   · use the software for commercial software hosting services.

10. **NOTICE REGARDING THE ABSENCE OF WINDOWS MEDIA FUNCTIONALITY**. The software does not include Windows Media Player (as defined by the European Commission) and Windows Media Player related technologies such as Windows Media Center and Windows DVD Maker. As a result, you will need software from Microsoft or a third party in order to play or create audio CDs, media files and video DVDs, organize content in a media library, create playlists, convert audio CDs to media files, view artist and title information of media files, view album art of music files, transfer music to personal music players, or record and playback TV broadcasts. More information can be found at go.microsoft.com/fwlink/?LinkId=147431.

11. **MICROSOFT .NET BENCHMARK TESTING.** The software includes one or more components of the .NET Framework (".NET Components"). You may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that you comply with the conditions set forth at go.microsoft.com/fwlink/?LinkID=66406. Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the applicable .NET Component, provided it complies with the same conditions set forth at go.microsoft.com/fwlink/?LinkID=66406.

12. **BACKUP COPY.**

a. **Media.** If you acquired the software on a disc or other media, you may make one backup copy of the media. You may use it only to reinstall the software on the licensed computer.

b. **Electronic Download.** If you downloaded the software online, you may make one copy of the software on a disc or other media in order to install the software on a computer. You may also use it to reinstall the software on the licensed computer.

13. **DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.

14. **NOTICE ABOUT THE H.264/AVC VISUAL STANDARD, THE VC-1 VIDEO STANDARD, THE MPEG-4 VISUAL STANDARD AND THE MPEG-2 VIDEO STANDARD.** This software includes H.264/AVC, VC-1, MPEG-4 Part 2, and MPEG-2 visual compression technology. MPEG LA, L.L.C. requires this notice:

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15. **THIRD PARTY PROGRAMS.** The software contains third party programs. The license terms with those programs apply to your use of them.

16. **EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.

17. **SUPPORT SERVICES.** Because this software is “as is”, we may not provide support services for it.

18. **ENTIRE AGREEMENT.** This agreement, additional terms (including any printed-paper license terms that accompany the software and may modify or replace some or all of these terms), and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.

19. **APPLICABLE LAW.**

    a. **United States.** If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.

    b. **Outside the United States.** If you acquired the software in any other country, the laws of that country apply.

20. **LEGAL EFFECT.** This agreement describes certain legal rights. You may have other

rights under the laws of your state or country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.

21. **DISCLAIMER OF WARRANTY. The software is licensed “as-is.” You bear the risk of using it. Microsoft gives no express warranties, guarantees or conditions. You may have additional consumer rights under your local laws which this agreement cannot change. To the extent permitted under your local laws, Microsoft excludes the implied warranties of merchantability, fitness for a particular purpose and non-infringement.**

22. **LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. You can recover from Microsoft and its suppliers only direct damages up to U.S. $5.00. You cannot recover any other damages, including consequential, lost profits, special, indirect or incidental damages.**

    This limitation applies to

    · anything related to the software, services, content (including code) on third party Internet sites, or third party programs; and

    · claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

    It also applies even if Microsoft knew or should have known about the possibility of the damages. The above limitation or exclusion may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

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